

# View Instrument Details



**Instrument No** 12650695.1  
**Status** Registered  
**Date & Time Lodged** 19 January 2023 14:21  
**Lodged By** Keenan, Dallas Elizabeth  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



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Affected Records of Title	Land District
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1086173	Canterbury
1086174	Canterbury
1086175	Canterbury
1086176	Canterbury
1086177	Canterbury
1086178	Canterbury
1086179	Canterbury
1086180	Canterbury
1086181	Canterbury
1086182	Canterbury
1086183	Canterbury
1086184	Canterbury
1086185	Canterbury
1086186	Canterbury
1086187	Canterbury
1086188	Canterbury
1086189	Canterbury
1086190	Canterbury
1086191	Canterbury
1086192	Canterbury
1086193	Canterbury
1086194	Canterbury
1086195	Canterbury
1086196	Canterbury
1086197	Canterbury
1086198	Canterbury
1086199	Canterbury
1086200	Canterbury
1086201	Canterbury
1086202	Canterbury
1086203	Canterbury
1086204	Canterbury
1086205	Canterbury
1086206	Canterbury
1086207	Canterbury
1086208	Canterbury
1086209	Canterbury
1086213	Canterbury

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**Annexure Schedule** Contains 7 Pages.

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## Covenantor Certifications

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

**Signature**

Signed by Isabella Georgina Senior as Covenantor Representative on 19/01/2023 02:12 PM

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**Covantee Certifications**

I certify that I have the authority to act for the Covantee and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

**Signature**

Signed by Isabella Georgina Senior as Covantee Representative on 19/01/2023 02:13 PM

**\*\*\* End of Report \*\*\***

**Covenant Instrument to note land covenant**

(Section 116(1)(a) & (b) Land Transfer Act 2017)

**Covenantor**

**WOODBURY DEVELOPMENTS LIMITED**

**Covenantee**

**WOODBURY DEVELOPMENTS LIMITED**

**Grant of Covenant**

**The Covenantor**, being the registered owner of the burdened land(s) set out in Schedule A **grants to the Covenantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

**Schedule A** *Continue in additional Annexure Schedule, if required*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant		Lots 1-18 DP 580639 (1086173–1086190 incl) and Lots 72 – 90 DP 580639 (1086191 – 1086209 incl)	Lots 1-18 DP 580639 (1086173–1086190 incl) and Lots 72 – 90 DP 580639 (1086191 – 1086209 incl) and Lot 1100 DP 580639 (1086213)

**Covenant rights and powers (including terms, covenants and conditions)**

The provisions applying to the specified covenants are those set out below:

- 1. INTRODUCTION**
- 1.1 These Land Covenants relate to the land in Stage 1 of Woodbury Estate.
- 1.2 For the purposes of this Land Covenant:
  - “Building” includes any dwelling to be erected on the Lot, driveways, concrete works, pathways and landscaping.
  - “Covenantor” means the Developer and the registered owner of any Lot
  - “Developer” means Woodbury Developments Limited

"Development" means the residential developments undertaken by the Developer being the subdivision including as depicted on Deposited Plan 580639 to create the subdivision known as Woodbury Estate

"Dwelling" means any dwelling, buildings or other structure situated on a Lot.

"Developed Property" means Lots 1-18 inclusive and Lots 72 to 90 on Deposited Plan 580639 or any one of them.

## **2. GRANT OF LAND COVENANTS**

2.1 Subject to clause 2.4 the Covenantor covenants and agrees with the Covenantee that the Covenantor will at all times observe and perform the covenants contained in this Land Covenant to the intent that each of the covenants will forever benefit and be appurtenant to each and all of the Burdened Land and Benefited Land (together "the Land") and each and all of the registered proprietors of the Land but;

- a) The Covenantor will be liable only for breaches of the covenants contained in this Land Covenant which occur whilst the Covenantor is the registered proprietor of the Land or any part of the Land; and
- b) Woodbury Developments Limited will not be liable for breaches of the covenants contained in this Land Covenant while it is the registered proprietor of the Land or any part of the Land.

2.2 The Covenantor will at all times indemnify and keep the Covenantee indemnified from all losses, costs, claims, and demands in respect of any breach or non-observance by the Covenantor of these covenants.

2.3 The Developer, Woodbury Developments Limited will pay the cost of erection of any boundary fence between the property and any adjoining property of the Developer provided that this covenant will not enure for the benefit of any subsequent registered owner of any adjoining land. The Developer will not be liable for any ongoing maintenance of boundary fences.

2.4 The Developer may in the Developer's sole and unfettered discretion, from time to time temporarily or permanently waive one or more of the covenants set out in these Land Covenants in respect of one or more of the Burdened Land, in which case the waived covenants will not apply to the relevant Burdened Land(s) to the extent set out in the written waiver. The Developer shall not be obliged to grant any such waiver and need not have regard to whether any waiver has been or will be granted in other cases. Neither the Covenantor nor the Covenantee has any right, claim or remedy whether against the Developer, the Covenantor or the Covenantee in respect of any such waiver or decision not to grant such waiver.

## **3. DESIGN COVENANTS**

3.1 The Covenantor covenants not to:

- a) Erect (or permit or suffer to be erected) on the Burdened Land:
  - i) Any Building unless the plans (including the site plan, concept plan, landscaping plan, fencing plan and exterior colour schemes) and specifications (including the materials used in construction) and the final working drawings and specifications have first been approved in writing by the Developer in accordance with its prescribed approval processes. The Developer's decision in relation to all aspects of the approval will be final;
  - ii) Any Building that does not comply with the requirements of the Woodbury Estate Fencing Plan;
  - iii) Any Building other than a Building that has been approved by the Developer;
  - iv) Any re-locatable, pre-built or kit-set building or any Building containing second-hand materials (other than second-hand recycled bricks) unless approved in writing by the Developer;

- v) Any Building with a roof constructed from anything other than slate, tile or a pre-coloured steel product unless the Developer agrees to a different roofing material as part of the approval of the plans and specifications and no Building shall have a roof constructed from copper, zinc alum or any unpainted metal surface or have copper spouting or down pipes other than in accordance with this clause;
  - vi) Any sign visible from outside the Developed Property except:
    - a. One standard real estate sign which shall be no larger than 1200cm x 900 cm and no higher than 1.2m above ground level;
    - b. Signage erected by the Developer;
    - c. Signage approved by the Developer on such conditions as the Developer thinks fit;
    - d. And all signs erected in accordance with this clause are subject to the requirements and the rules applicable to the current planning rules of the Selwyn District Plan. All signs shall be located appropriately and maintained to the satisfaction of the Developer in all respects. The Developer may give 24 hours written notice to any registered proprietor of a Developed Property to remove any sign that does not comply with these Covenants.
  - vii) any above ground electrical, telephone or other wires or any fencing other than provided for in the approved plans and specifications;
  - viii) any clothesline or clothes drying apparatus which may be visible from the street frontage of a Developed Property;
  - ix) any Dwelling without erecting a new letterbox at the front of the Developed Property of a design and colour approved by the Developer and where the letterbox shall not be more than 1.5 meters high or 500mm wide;
  - x) any satellite dish with a diameter greater than 0.7 metres or any satellite dish or TV aerial that is visible from the street frontage of the Lot;
  - xi) any Building beyond the approved Authority set backs or over legal easements unless allowed by a relevant land use resource consent.
- b) Take any more than twelve (12) months from the date of approval of the plans and specification to complete construction of the Building and fencing and landscaping of the Developed Property (including removing any excess soil, earth, clay, sand or shingle) in accordance with the approved plans except in the case of the Covenantor owning two adjoining lots with the intention of constructing one Home on those lots in which case the expected completed date will be advised to the Covenantor as part of the plans approval process.
  - c) Permit during the course of construction the loading, unloading, delivery or storage of building materials other than within the boundaries of the Developed Property.
  - d) Carry out any construction unless an adequate rubbish skip is available and regularly emptied or replaced or permit any rubbish to blow outside the boundaries of the Developed Property or permit any vehicles to be washed down other than within the boundaries of the Developed Property during the course of construction.
  - e) Permit the Covenantor's construction workers and contractors to use the Developed Property or any other area in the Development for toileting purposes and prior to construction commencing the Covenantor shall provide a suitable portable toilet facility for use by the Covenantor's construction workers and contractors.
  - f) Provide car parking for less than one vehicle that can be parked on the Developed Property and less than one vehicle that can be garaged on the Developed Property.
  - g) Use colours on the exterior roof or wall other than those approved by the Developer.

- h) Bring onto or use (either during the course of construction or following completion of construction) any temporary structure, tent (other than a children's play tent), caravan, or campervan or similar facility for overnight sleeping accommodation on any Developed Property.

**4. LAND USE COVENANTS**

4.1 The Covenantor covenants not to:

- a) Use or allow the Developed Property to be used for any illegal, offensive or noisy activities.
- b) Use the Developed Property as a residence until the date of issue of a Code of Compliance Certificate by the Selwyn District Council.
- c) Use any part of the Developed Property for any purpose other than a residential Home or Home Office without the prior written consent of the Developer;
- d) Permit the Developed Property to become untidy and overgrown and will keep the Developed Property in a neat and tidy condition and not allow rubbish to accumulate on the Developed Property.
- e) Permit any part of the Developed Property to form a private or legal road to an adjoining property.
- f) Permit any damage to be caused to any Burdened or Benefited Land and any adjoining property (including without limitation, berms, footpaths, storm water swales, tree planting and fences) as a consequence of construction work on the Developed Property. The Covenantor shall promptly make good any damage.
- g) Keep any livestock or animals on the Developed Property (other than household domestic pets for household domestic purposes) which may cause a nuisance or annoyance to registered proprietors of neighbouring Developed Properties or detract from the Development including but not limited to pigs, deer, goats, horses, sheep, fowl, pigeons, or any dog which in whole or part, resembles any of the Pit Bull Terrier, Japanese Tosa, Dogo Argentine, Fila Brasileiro breeds or any other potentially aggressive or noisy breed of animal or allow the Developed Property to be used for any commercial kennel or cattery.
- h) Park any vehicle or leave any item of plant or equipment on the road reserve in front of the Developed Property which is in a poor state of repair, unsightly or damaged and which might cause a hazard to any person or devalue or decrease the enjoyment of any registered proprietor of a Developed Property.
- i) Bring or allow to be brought onto any Developed Property motor vehicles of a gross laden weight of more than 4,500 kg or agricultural or other contracting plant, or any similar machinery likely by its presence to devalue any Developed Property or decrease the enjoyment of any registered proprietor of a Developed Property.
- j) Permit the state of repair and condition of the Building on the Developed Property to deteriorate and to regularly maintain the Building and in particular the exterior surface materials.
- k) Oppose or object to any application for a resource consent or building consent of any other approval made by the Developer to the Authority and will on request being made by the Developer sign any documentation required to give effect to the consent or approval.

**5. DEFAULT**

5.1 If there shall be any breach or non-observance on the Covenantor's part of the Land Covenants contained in this Land Covenant (and without prejudice to any other liability which the Covenantor may have to the Covenantee or any other person having the benefit of these Land Covenants) the Covenantor will upon written demand being made by the Developer or any of the registered proprietors of the Benefited Land:

- a) Pay to each Covenantee (or other person having the benefit of these Land Covenants) making such demand as liquidated damages the sum of \$150.00 per day for every day or part day that

such breach or non-observance of the Land Covenants contained in this Land Covenant continues after the date upon which written demand has been made:

- b) Remove or cause to be removed any Building, fence or other structure erected or placed on the Burdened Land in breach or non-observance of the foregoing Land Covenants and
  - c) Replace any building materials so as to comply with these Land Covenants;
  - d) Reimburse the Developer whilst the Developer is the registered proprietor of any Benefited Land on demand all legal and other costs incurred by it in dealing with the Covenantor's breach.
- 5.2 The Covenantor and their successors in title and assigns will only be liable for breaches of the Land Covenants which occur while they are registered proprietors of the Burdened Land.
- 5.3 The Covenantor will not have any claim in damages against the Developer on account of any refusal to grant or the grant of any approval under these Land Covenants or for the transferring or assigning of its interest and right to grant or withhold approvals as provided herein if such transferee or assignee fails to observe those obligations.
- 5.4 Whilst the Developer is the registered proprietor of any Benefited Land all breaches or non-observance on the Covenantor's part of the Land Covenants whether actual or alleged must first be referred to the Developer so that no Covenantee other than the Developer can take any action against a Covenantor in respect of a breach or non-observance of the Land Covenants. IN addition to the remedies set out in clause 5.1 the Developer will have complete discretion to deal with the default in such a way as it thinks fit and the Covenantor will not have any claim in damages against the Developer or right to compensation in respect of any action by the Developer in dealing with the default.

**6. DISPUTES**

6.1 If a dispute arises in relation to this Land Covenant:

- a) The party initiating the dispute must provide full written particulars of the dispute to the other party:
  - b) The parties must promptly meet and in good faith try to resolve the dispute;
  - c) Subject to clause 6.2 if the dispute is not resolved within ten (10) days of the written particulars being given (or any longer period agreed by the parties) the dispute must be referred to arbitration in accordance with the Arbitration Act 996 to be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the Canterbury and Westland Branch of the New Zealand Law Society.
- 6.2 Notwithstanding clause 6.1c if any dispute arises in relation to the Land Covenant including as to what may constitute a breach or as to matters of Interpretation of this Land Covenant whilst the Developer is the registered proprietor of any Benefited Land then the same shall be referred to the Developer for resolution whose decision shall be final.

**7. NO TERMINATION**

- 7.1 The Covenantor may not determine this Land Covenant for breach of any provision in this Instrument (whether express or implied) or for any other cause, it being the intention of the parties that the Land Covenants created shall subsist for all time unless they become obsolete or are surrendered.

**ANNEXURE SCHEDULE - CONSENT FORM<sup>1</sup>**


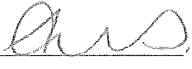
(Section 225(1) Land Transfer Act 2017)

Person giving consent <i>Surname must be underlined</i>	Capacity and Interest of Person giving consent <i>(eg. Mortgagee under Mortgage no.)</i>
<b>ASB Bank Limited</b>	<b>Mortgagee under Mortgage 12515262.10</b>

**Consent**  
*Delete words in [ ] if inconsistent with the consent*  
*State full details of the matter for which consent is required*

Without prejudice to the rights and powers existing under the above mortgage ASB Bank Limited consents to the registration of a Land Covenant over Records of Title 1086173-1086190 (incl) and 1086191 – 1086209 (incl).

Dated this 19 day of January 2023

Attestation	
 KELLY JOHN TAYLOR Of Auckland, New Zealand Manager Transaction Advisory & Approvals Operations ASB Bank Limited	<p>Signed in my presence by the Person giving consent</p>  Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name Andrea Carter Occupation Bank Officer Auckland Address
Signature [Common seal] of Person giving consent	

<sup>1</sup> An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 2017, or other enactments, under which no form is prescribed.



**ASB BANK LIMITED**

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I Kelly John Taylor of Auckland, New Zealand, hereby certify:

1. THAT by a Deed dated 18 May 2022 and deposited with Land Information New Zealand and registered number PA 12497941.3 ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

General Manager, Operations  
Head of Lending Operations, Operations  
Head of Card & Support Services, Operations  
Head of Wealth Operations, Operations  
Manager Security Alterations, Operations  
Manager Loan Advancing, Operations  
Manager Loan Documentation, Operations  
Manager Transaction Advisory & Approvals, Operations  
Manager Loan & Data Maintenance, Operations  
Legal Executive, Operations  
Head of Collections & Credit Solutions  
Senior Manager Operations, Collections & Credit Solutions  
Senior Manager Financial Assistance, Collections & Credit Solutions  
Executive Manager Group Credit Structuring - Commercial  
each being appointed officers of ASB Bank Limited.

2. THAT I hold the appointment of Manager Transaction Advisory & Approvals, Operations with ASB Bank Limited.
3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.

  
\_\_\_\_\_  
Kelly John Taylor

SIGNED at Auckland this 19 day of January 2023

V 2022.9

A MEMBER OF THE COMMONWEALTH BANK OF AUSTRALIA GROUP

Lending Operations, ASB North Wharf, 12 Jellicoe Street, Auckland Central, Auckland 1010, P O Box 35, Shortland Street, Auckland 1140, New Zealand  
Telephone +64 9 377 8930 Facsimile +64 9 630 3918 DX CX10087 Auckland DX Sort [www.asb.co.nz](http://www.asb.co.nz)

# View Instrument Details



**Instrument No** 12657770.8  
**Status** Registered  
**Date & Time Lodged** 10 February 2023 16:36  
**Lodged By** Wilson, Callan Rhys  
**Instrument Type** Easement Instrument



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Affected Records of Title	Land District
1104768	Canterbury
1104769	Canterbury
1104770	Canterbury
1104771	Canterbury

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**Annexure Schedule** Contains 7 Pages.

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## Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

I certify that the Mortgagee under Mortgage 12515262.10 has consented to this transaction and I hold that consent

## Signature

Signed by Isabella Georgina Senior as Grantor Representative on 08/02/2023 08:44 AM

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## Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

## Signature

Signed by Scott James Holdaway as Grantee Representative on 02/02/2023 11:04 AM

\*\*\* End of Report \*\*\*

Form 22

**Easement instrument to grant easement or *profit à prendre***

(Section 109 Land Transfer Act 2017)

**Grantor**

**WOODBURY DEVELOPMENTS LIMITED**

**Grantee**

**SELWYN DISTRICT COUNCIL**

**Grant of Easement or *Profit à prendre***

**The Grantor** being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

**Schedule A**

*Continue in additional Annexure*

*Schedule, if required*

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right to drain sewage and right to drain stormwater	Area "A" Deposited Plan 585584	Lot 36 Deposited Plan 585584 (RT 1104768)	In gross
	Area "B" Deposited Plan 585584	Lot 37 Deposited Plan 585584 (RT 1104769)	
	Area "C" Deposited Plan 585584	Lot 38 Deposited Plan 585584 (RT 1104770)	
	Area "D" Deposited Plan 585584	Lot 39 Deposited Plan 585584 (RT 1104771)	

**Easements or profits à prendre rights and powers (including terms, covenants and conditions)**

Delete phrases in [ ] and insert memorandum number as required; continue in additional Annexure Schedule, if required

~~Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007.~~

The implied rights and powers are hereby ~~[varied] [negated] [added to] or [substituted]~~ by:

~~[Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017]~~

~~[the provisions set out in Annexure Schedule \_\_\_\_\_]~~

The rights and powers of this easement instrument are those set out in Annexure Schedule 1. All rights and powers implied by the Land Transfer Regulations 2018 and/or Schedule Five of the Property Law Act 2007 are expressly excluded.

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

**ANNEXURE SCHEDULE 1**

**1. GRANT OF RIGHTS, POWERS AND PRIVILEGES IN RELATION TO THE RIGHT TO DRAIN SEWAGE**

- 1.1 The Grantee (to the exclusion of the Grantor and any other party) shall have the full free uninterrupted and unrestricted right liberty and licence from time to time and at all times hereafter:
  - (a) to take, carry, convey, lead and drain sewage and other waste material and fluid (including trade wastes) in a free and unimpeded flow through the easement facility and operate all parts of the easement facility in accordance with their intended function; and
  - (b) to lay, make, construct, inspect, maintain, repair, replace, alter, extend, enlarge or remove the easement facility as the Grantee shall from time to time think fit (including the right to excavate land and make trenches and shafts).
- 1.2 The easement facility referred to in clauses 1.1(a) and 1.1(b) is the easement facility laid or to be laid along the Easement Area.
- 1.3 The "easement facility" in relation to the right to drain sewage means pipes, conduits, pumps, tanks (with or without headwalls), manholes, valves, vents, surface boxes and other equipment suitable for that purpose, whether above or under the ground and anything in replacement or substitution.

**2. GRANT OF RIGHTS, POWERS AND PRIVILEGES IN RELATION TO THE RIGHT TO DRAIN STORMWATER**

- 2.1 The Grantee (to the exclusion of the Grantor and any other party) shall have the full free uninterrupted and unrestricted right liberty and licence from time to time and at all times hereafter:
  - (a) to drain, discharge and convey water (whether sourced from rain, springs, soakage, or seepage) in a free and unimpeded flow through the easement facility and operate all parts of the easement facility in accordance with their intended function; and
  - (b) to lay, make, construct, inspect, maintain, repair, replace, alter, extend, enlarge or remove the easement facility as the Grantee shall from time to time think fit (including the right to excavate land and make trenches and shafts).
- 2.2 The easement facility referred to in clauses 2.1(a) and 2.1(b) is the easement facility laid or to be laid along the Easement Area.
- 2.3 The "easement facility" in relation to the right to drain water means pipes, conduits, open drains, pumps, tanks (with or without headwalls), manholes, valves, surface boxes,

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

detention basins, swales and other equipment suitable for that purpose, whether above or under the ground and anything in replacement or substitution.

**3. GRANTEE'S GENERAL RIGHTS**

- 3.1 The Grantee may for the purpose of performing any duty or in the exercise of any rights granted under this easement instrument:
  - (a) enter upon the Burdened Land by the most practicable route from the nearest public street across any part of the Grantor's land;
  - (b) remain on the Burdened Land for a reasonable time for the purposes of completing the work;
  - (c) bring on to the Burdened Land such materials, tools, equipment, machinery, vehicles or other things as may be necessary for the purposes of completing the necessary work;
  - (d) leave any vehicle or equipment on the Burdened Land for a reasonable time if work is proceeding; and
  - (e) generally do and perform such acts and things in or upon the Easement Area as may be necessary or desirable for or in relation to any of the purposes of this easement instrument.

**4. GRANTOR'S OBLIGATIONS**

- 4.1 The Grantor will not:
  - (a) build over or erect any other improvements upon, plant trees upon or permit any tree roots to grow within the Easement Area;
  - (b) do or permit or suffer to be done anything which may in any way injure or damage the easement facility, or obstruct the use and enjoyment of the easement facility, or interfere with free flow and passage through the easement facility; or
  - (c) permit any Utilities to be located within the Easement Area unless the siting and installation of such Utilities is expressly consented to in writing by the Grantee such consent not to be unreasonably withheld.
- 4.2 The Grantor will not oppose or object to any application for or issue of a building consent or resource consent in respect of the easement facility or the use or enjoyment of the same.

**5. MAINTENANCE, REPAIR AND REPLACEMENT OBLIGATIONS**

- 5.1 The Grantee shall:
  - (a) at all times repair, maintain and cleanse the easement facility so that it does not become a nuisance to the Grantor;

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

- (b) remove and carry away all surplus clay, gravel, shingle, stones and earth which may be excavated from the Easement Area;
- (c) upon disturbing the surface of the Easement Area for any reason, without delay restore the same as nearly as reasonably possible to its original condition; and
- (d) repair and make good any damage which may be done to any fence, building or improvement, or to any part of the Grantor's land, in the exercise by the Grantee of any of the rights granted by this easement instrument but the Grantee shall not be:
  - (i) responsible for the cost of removing any fence, building, improvements or trees upon, or any tree roots growing within, the Easement Area; or
  - (ii) liable for any damage to any Utilities in the Easement Area if in the exercise of such rights that damage could not reasonably be prevented.

**6. STRUCTURES TO BE PROPERTY OF GRANTEE**

6.1 The easement facility shall at all times be and remain the property of the Grantee.

**7. MUTUAL COVENANTS**

7.1 Nothing contained or implied in this easement instrument shall be construed so as:

- (a) to compel the Grantee to exercise all or any of the rights granted by this easement instrument at any time and the Grantee may commence discontinue or resume the exercise of all or any such rights at will; or
- (b) to abrogate limit restrict or abridge any of the rights, powers or remedies vested in the Grantee by statute.

**8. LIMITATION OF LIABILITY**

8.1 Any right of action which shall at any time accrue to the Grantee by reason of breach or non-observance by the Grantor of any of the covenants contained in this easement instrument may be enforced by the Grantee only against:

- (a) the registered owner for the time being of that part of the Burdened Land in respect of which such breach or non-observance shall occur; and
- (b) the registered owner at the time of such occurrence,  
to the intent that the liability of any registered owner of the Burdened Land shall cease (except as to any breach or non-observance occurring during the period of ownership of that registered owner) upon registration of a transfer of ownership.

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

**9. GENERAL PROVISIONS**

9.1 The following provisions are applicable to the easements granted by this easement instrument:

- (a) each grant shall be for all time;
- (b) the use of each easement shall be without any limitation as to quantity or frequency;
- (c) no power is implied in respect of any easement for the Grantor to determine the easement for breach of any provision of this easement instrument (whether express or implied) or for any other cause, it being the intention of the parties that the easement shall subsist unless it is surrendered in writing;
- (d) if any party ("the defaulting party") neglects or refuses to perform any of its obligations under this easement instrument the following shall apply:
  - (i) the other party may serve upon the defaulting party a written notice requiring the defaulting party to perform its obligations and stating that, after the expiration of seven day period from service of such notice, the other party shall perform such obligations;
  - (ii) if upon the expiry of the seven day period referred to above, the defaulting party has still neglected or refused to perform the obligation the other party may:
    - (1) perform such obligation; and
    - (2) for that purpose enter onto the Grantor's land and carry out any work;
  - (iii) the defaulting party shall be liable to pay the other party all costs incurred in performing such obligations;
- (e) notwithstanding the requirement to give notice under clause 9.1(d) above, where the Grantor has not complied with an obligation under this easement instrument and as a result the Grantee's use of the easement facility has been obstructed in any way, then the Grantee may immediately undertake all works required to ensure the unimpeded use of the easement facility and recover any costs from the Grantor; and
- (f) the Grantor shall not do any act which impedes, interferes with or restricts the rights of the Grantee and other authorised persons in relation to this easement instrument.

**10. DISPUTES**

10.1 The parties shall use reasonable endeavours to resolve any dispute or difference arising out of or in connection with this easement instrument in good faith by negotiation. Failing resolution by negotiation the parties may agree to an alternative method to resolve the

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

dispute or difference. However, nothing in this clause will prevent either party from taking immediate steps to seek relief before an appropriate court at any time.

**11. INTERPRETATION**

11.1 In this easement instrument unless the context otherwise requires:

“**Easement Area**” means all areas of the Burdened Land specified under the heading “Shown (plan reference)” on the front page of this easement instrument in Schedule A.

“**Grantee**” means the Selwyn District Council, and includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantee.

“**Grantor**” means the registered owner of the Burdened Land, and includes the agents, employees, contractors, tenants, licensees, and other invitees of the Grantor.

“**Burdened Land**” means all land described as the Burdened Land on the front page of this easement instrument in Schedule A.

“**Utilities**” means any pipe, conduit, wire, structure, pole or other appurtenant structure for the provision of services to the land, including but not limited to electricity, gas, telephone, storm water, sewage and water services.

11.2 In the interpretation of this easement instrument:

- (a) words importing the singular or plural number shall be deemed to include the plural and singular number respectively;
- (b) words importing any gender shall include every gender and the word “person” shall include a corporation and vice versa;
- (c) the headings appearing are inserted only as a matter of convenience and in no way define, limit or prescribe the scope or intent of the clauses of this easement instrument nor in any way affect this easement instrument;
- (d) references to any party include that party’s executors, administrators, and assigns, or being a corporate entity, its successors and assigns.

# View Instrument Details



**Instrument No** 12657770.9  
**Status** Registered  
**Date & Time Lodged** 10 February 2023 16:36  
**Lodged By** Wilson, Callan Rhys  
**Instrument Type** Easement Instrument



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Affected Records of Title	Land District
1104767	Canterbury
1104768	Canterbury
1104769	Canterbury
1104770	Canterbury
1104771	Canterbury
1104775	Canterbury
1104777	Canterbury
1104790	Canterbury
1104791	Canterbury
1104792	Canterbury

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**Annexure Schedule** Contains 2 Pages.

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## Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

I certify that the Mortgagee under Mortgage 12515262.10 has consented to this transaction and I hold that consent

## Signature

Signed by Isabella Georgina Senior as Grantor Representative on 08/02/2023 08:44 AM

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## Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

## Signature

Signed by Isabella Georgina Senior as Grantee Representative on 08/02/2023 08:44 AM

\*\*\* End of Report \*\*\*

**Easement instrument to grant easement or *profit à prendre***

(Section 109 Land Transfer Act 2017)

**Grantor****WOODBURY DEVELOPMENTS LIMITED****Grantee****WOODBURY DEVELOPMENTS LIMITED****Grant of Easement or *Profit à prendre***

**The Grantor** being the registered owner of the burdened land set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

**Schedule A**  
*required**Continue in additional Annexure Schedule, if*

Purpose of Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Right of way, right to drain water and sewage, right to convey water, electricity, and telecommunications	A on DP 585584	Lot 36 DP 585584 (RT 1104768)	Lots 37, 38, & 39 DP 585584 (RT 1104769, 1104770, 1104771)
	B on DP 585584	Lot 37 DP 585584 (RT 1104769)	Lots 36, 38, & 39 DP 585584 (RT 1104768, 1104770, 1104771)
	C on DP 585584	Lot 38 DP 585584 (RT 1104770)	Lots 36, 37, & 39 DP 585584 (RT 1104768, 1104769, 1104771)
	D on DP 585584	Lot 39 DP 585584 (RT 1104771)	Lots 36, 37, & 38 DP 585584 (RT 1104768, 1104769, 1104770)
	E, H on DP 585584	Lot 103 DP 585584 (RT 1104792)	Lot 102 on DP 585584 (RT 1104791)
Right to convey electricity	G on DP 585584	Lot 45 DP 585584 (RT 1104777)	Lot 43 DP 585584 (RT 1104775)
	H on DP 585584	Lot 103 DP 585584 (RT 1104792)	Lot 101 DP 585584 (RT 1104790)
	I on DP 585584	Lots 102 DP 585584 (RT 1104791)	Lot 101 DP 585584 (RT 1104790)

Right to drain sewage	A on DP 585584	Lot 36 DP 585584 (RT 1104768)	Lot 35 DP 585584 (RT 1104767)
	B on DP 585584	Lot 37 DP 585584 (RT 1104769)	Lot 35 DP 585584 (RT 1104767)
	C on DP 585584	Lot 38 DP 585584 (RT 1104770)	Lot 35 DP 585584 (RT 1104767)
	D on DP 585584	Lot 39 DP 585584 (RT 1104771)	Lot 35 DP 585584 (RT 1104767)

**Easements or profits à prendre rights and powers (including terms, covenants and conditions)**

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007

The implied rights and powers are hereby ~~[varied]~~ ~~[negatived]~~ ~~[added to]~~ or ~~[substituted]~~ by:

[Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017]

[the provisions set out in Annexure Schedule \_\_\_\_\_]

# View Instrument Details



**Instrument No** 12657770.11  
**Status** Registered  
**Date & Time Lodged** 10 February 2023 16:36  
**Lodged By** Wilson, Callan Rhys  
**Instrument Type** Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



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<b>Affected Records of Title</b>	<b>Land District</b>
1104751	Canterbury
1104752	Canterbury
1104753	Canterbury
1104754	Canterbury
1104755	Canterbury
1104756	Canterbury
1104757	Canterbury
1104758	Canterbury
1104759	Canterbury
1104760	Canterbury
1104761	Canterbury
1104762	Canterbury
1104763	Canterbury
1104764	Canterbury
1104765	Canterbury
1104766	Canterbury
1104767	Canterbury
1104768	Canterbury
1104769	Canterbury
1104770	Canterbury
1104771	Canterbury
1104772	Canterbury
1104773	Canterbury
1104774	Canterbury
1104775	Canterbury
1104776	Canterbury
1104777	Canterbury
1104778	Canterbury
1104779	Canterbury
1104780	Canterbury
1104781	Canterbury
1104782	Canterbury
1104783	Canterbury
1104784	Canterbury
1104785	Canterbury
1104786	Canterbury
1104787	Canterbury
1104788	Canterbury
1104789	Canterbury
1104790	Canterbury
1104791	Canterbury
1104792	Canterbury

1104793 Canterbury  
1104794 Canterbury  
1104795 Canterbury  
1104796 Canterbury  
1104797 Canterbury

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**Annexure Schedule** Contains 5 Pages.

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**Covenantor Certifications**

I certify that I have the authority to act for the Covenantor and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

**Signature**

Signed by Isabella Georgina Senior as Covenantor Representative on 09/02/2023 04:55 PM

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**Covenantee Certifications**

I certify that I have the authority to act for the Covenantee and that the party has the legal capacity to authorise me to lodge this instrument

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period

**Signature**

Signed by Isabella Georgina Senior as Covenantee Representative on 09/02/2023 04:55 PM

**\*\*\* End of Report \*\*\***

**Covenant Instrument to note land covenant**

(Section 116(1)(a) & (b) Land Transfer Act 2017)

**Covenantor**

WOODBURY DEVELOPMENTS LIMITED

**Covenantee**

WOODBURY DEVELOPMENTS LIMITED

**Grant of Covenant**

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A grants to the Covenantee (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

**Schedule A** *Continue in additional Annexure Schedule, if required*

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant		Lots 19 - 47 DP 585584 (1104751–1104779 incl) and Lots 91 – 107 DP 585584 (1104779 – 1104796 incl)	Lots 19 - 47 DP 585584 (1104751–1104779 incl) and Lots 91 – 107 DP 585584 (1104779 – 1104796 incl) and Lot 1101 DP 585584 (1104797)

**Covenant rights and powers (including terms, covenants and conditions)**

The provisions applying to the specified covenants are those set out below:

- 1. **INTRODUCTION**
- 1.1 These Land Covenants relate to the land in Stage 2 of Woodbury Estate.
- 1.2 For the purposes of this Land Covenant:
  - “Building” includes any dwelling to be erected on the Lot, driveways, concrete works, pathways and landscaping.
  - “Covenantor” means the Developer and the registered owner of any Lot
  - “Developer” means Woodbury Developments Limited

"Development" means the residential developments undertaken by the Developer being the subdivision including as depicted on Deposited Plan 585584 to create the subdivision known as Woodbury Estate

"Dwelling" means any dwelling, buildings or other structure situated on a Lot.

"Developed Property" means Lots 19 - 47 inclusive and Lots 91 – 107 on Deposited Plan 585584 or any one of them.

**2. GRANT OF LAND COVENANTS**

2.1 Subject to clause 2.4 the Covenantor covenants and agrees with the Covenantee that the Covenantor will at all times observe and perform the covenants contained in this Land Covenant to the intent that each of the covenants will forever benefit and be appurtenant to each and all of the Burdened Land and Benefited Land (together "the Land") and each and all of the registered proprietors of the Land but:

- a) The Covenantor will be liable only for breaches of the covenants contained in this Land Covenant which occur whilst the Covenantor is the registered proprietor of the Land or any part of the Land; and
- b) Woodbury Developments Limited will not be liable for breaches of the covenants contained in this Land Covenant while it is the registered proprietor of the Land or any part of the Land.

2.2 The Covenantor will at all times indemnify and keep the Covenantee indemnified from all losses, costs, claims, and demands in respect of any breach or non-observance by the Covenantor of these covenants.

2.3 The Developer, Woodbury Developments Limited will pay the cost of erection of any boundary fence between the property and any adjoining property of the Developer provided that this covenant will not enure for the benefit of any subsequent registered owner of any adjoining land. The Developer will not be liable for any ongoing maintenance of boundary fences.

2.4 The Developer may in the Developer's sole and unfettered discretion, from time to time temporarily or permanently waive one or more of the covenants set out in these Land Covenants in respect of one or more of the Burdened Land, in which case the waived covenants will not apply to the relevant Burdened Land(s) to the extent set out in the written waiver. The Developer shall not be obliged to grant any such waiver and need not have regard to whether any waiver has been or will be granted in other cases. Neither the Covenantor nor the Covenantee has any right, claim or remedy whether against the Developer, the Covenantor or the Covenantee in respect of any such waiver or decision not to grant such waiver.

**3. DESIGN COVENANTS**

3.1 The Covenantor covenants not to:

- a) Erect (or permit or suffer to be erected) on the Burdened Land:
  - i) Any Building unless the plans (including the site plan, concept plan, landscaping plan, fencing plan and exterior colour schemes) and specifications (including the materials used in construction) and the final working drawings and specifications have first been approved in writing by the Developer in accordance with its prescribed approval processes. The Developer's decision in relation to all aspects of the approval will be final;
  - ii) Any Building that does not comply with the requirements of the Woodbury Estate Fencing Plan;
  - iii) Any Building other than a Building that has been approved by the Developer;
  - iv) Any re-locatable, pre-built or kit-set building or any Building containing second-hand materials (other than second-hand recycled bricks) unless approved in writing by the Developer;

- v) Any Building with a roof constructed from anything other than slate, tile or a pre-coloured steel product unless the Developer agrees to a different roofing material as part of the approval of the plans and specifications and no Building shall have a roof constructed from copper, zinc alum or any unpainted metal surface or have copper spouting or down pipes other than in accordance with this clause;
  - vi) Any sign visible from outside the Developed Property except:
    - a. One standard real estate sign which shall be no larger than 1200cm x 900 cm and no higher than 1.2m above ground level;
    - b. Signage erected by the Developer;
    - c. Signage approved by the Developer on such conditions as the Developer thinks fit; and
    - d. And all signs erected in accordance with this clause are subject to the requirements and the rules applicable to the current planning rules of the Selwyn District Plan. All signs shall be located appropriately and maintained to the satisfaction of the Developer in all respects. The Developer may give 24 hours written notice to any registered proprietor of a Developed Property to remove any sign that does not comply with these Covenants.
  - vii) any above ground electrical, telephone or other wires or any fencing other than provided for in the approved plans and specifications;
  - viii) any clothesline or clothes drying apparatus which may be visible from the street frontage of a Developed Property;
  - ix) any Dwelling without erecting a new letterbox at the front of the Developed Property of a design and colour approved by the Developer and where the letterbox shall not be more than 1.5 meters high or 500mm wide;
  - x) any satellite dish with a diameter greater than 0.7 metres or any satellite dish or TV aerial that is visible from the street frontage of the Lot; and
  - xi) any Building beyond the approved Territorial Authority set backs or over legal easements unless allowed by a relevant land use resource consent.
- b) Take any more than twelve (12) months from the date of approval of the plans and specification to complete construction of the Building and fencing and landscaping of the Developed Property (including removing any excess soil, earth, clay, sand or shingle) in accordance with the approved plans except in the case of the Covenantor owning two adjoining lots with the intention of constructing one home on those lots in which case the expected completed date will be advised to the Covenantor as part of the plans approval process.
  - c) Permit during the course of construction the loading, unloading, delivery or storage of building materials other than within the boundaries of the Developed Property.
  - d) Carry out any construction unless an adequate rubbish skip is available and regularly emptied or replaced or permit any rubbish to blow outside the boundaries of the Developed Property or permit any vehicles to be washed down other than within the boundaries of the Developed Property during the course of construction.
  - e) Permit the Covenantor's construction workers and contractors to use the Developed Property or any other area in the Development for toileting purposes and prior to construction commencing the Covenantor shall provide a suitable portable toilet facility for use by the Covenantor's construction workers and contractors.
  - f) Provide car parking for less than one vehicle that can be parked on the Developed Property and less than one vehicle that can be garaged on the Developed Property.
  - g) Use colours on the exterior roof or wall other than those approved by the Developer.

- h) Bring onto or use (either during the course of construction or following completion of construction) any temporary structure, tent (other than a children's play tent), caravan, or campervan or similar facility for overnight sleeping accommodation on any Developed Property.

**4. LAND USE COVENANTS**

**4.1** The Covenantor covenants not to:

- a) Use or allow the Developed Property to be used for any illegal, offensive or noisy activities;
- b) Use the Developed Property as a residence until the date of issue of a Code of Compliance Certificate by the Selwyn District Council;
- c) Use any part of the Developed Property for any purpose other than a residential home or home office without the prior written consent of the Developer;
- d) Permit the Developed Property to become untidy and overgrown and will keep the Developed Property in a neat and tidy condition and not allow rubbish to accumulate on the Developed Property;
- e) Permit any part of the Developed Property to form a private or legal road to an adjoining property;
- f) Permit any damage to be caused to any Burdened or Benefited Land and any adjoining property (including without limitation, berms, footpaths, storm water swales, tree planting and fences) as a consequence of construction work on the Developed Property. The Covenantor shall promptly make good any damage;
- g) Keep any livestock or animals on the Developed Property (other than household domestic pets for household domestic purposes) which may cause a nuisance or annoyance to registered proprietors of neighbouring Developed Properties or detract from the Development including but not limited to pigs, deer, goats, horses, sheep, fowl, pigeons, or any dog which in whole or part, resembles any of the Pit Bull Terrier, Japanese Tosa, Dogo Argentine, Fila Brasileiro breeds or any other potentially aggressive or noisy breed of animal or allow the Developed Property to be used for any commercial kennel or cattery;
- h) Park any vehicle or leave any item of plant or equipment on the road reserve in front of the Developed Property which is in a poor state of repair, unsightly or damaged and which might cause a hazard to any person or devalue or decrease the enjoyment of any registered proprietor of a Developed Property;
- i) Bring or allow to be brought onto any Developed Property motor vehicles of a gross laden weight of more than 4,500 kg or agricultural or other contracting plant, or any similar machinery likely by its presence to devalue any Developed Property or decrease the enjoyment of any registered proprietor of a Developed Property;
- j) Permit the state of repair and condition of the Building on the Developed Property to deteriorate and to regularly maintain the Building and in particular the exterior surface materials; and
- k) Oppose or object to any application for a resource consent or building consent of any other approval made by the Developer to the Territorial Authority and will on request being made by the Developer sign any documentation required to give effect to the consent or approval.

**5. DEFAULT**

**5.1** If there shall be any breach or non-observance on the Covenantor's part of the Land Covenants contained in this Land Covenant (and without prejudice to any other liability which the Covenantor may have to the Covenantee or any other person having the benefit of these Land Covenants) the Covenantor will upon written demand being made by the Developer or any of the registered proprietors of the Benefited Land:

- a) Pay to each Covenantee (or other person having the benefit of these Land Covenants) making such demand as liquidated damages the sum of \$150.00 per day for every day or part day that

such breach or non-observance of the Land Covenants contained in this Land Covenant continues after the date upon which written demand has been made;

- b) Remove or cause to be removed any Building, fence or other structure erected or placed on the Burdened Land in breach or non-observance of the foregoing Land Covenants;
  - c) Replace any building materials so as to comply with these Land Covenants; and
  - d) Reimburse the Developer whilst the Developer is the registered proprietor of any Benefited Land on demand all legal and other costs incurred by it in dealing with the Covenantor's breach.
- 5.2 The Covenantor and their successors in title and assigns will only be liable for breaches of the Land Covenants which occur while they are registered proprietors of the Burdened Land.
- 5.3 The Covenantor will not have any claim in damages against the Developer on account of any refusal to grant or the grant of any approval under these Land Covenants or for the transferring or assigning of its interest and right to grant or withhold approvals as provided herein if such transferee or assignee fails to observe those obligations.
- 5.4 Whilst the Developer is the registered proprietor of any Benefited Land all breaches or non-observance on the Covenantor's part of the Land Covenants whether actual or alleged must first be referred to the Developer so that no Covenantor other than the Developer can take any action against a Covenantor in respect of a breach or non-observance of the Land Covenants. In addition to the remedies set out in clause 5.1 the Developer will have complete discretion to deal with the default in such a way as it thinks fit and the Covenantor will not have any claim in damages against the Developer or right to compensation in respect of any action by the Developer in dealing with the default.
6. **DISPUTES**
- 6.1 If a dispute arises in relation to this Land Covenant:
- a) The party initiating the dispute must provide full written particulars of the dispute to the other party;
  - b) The parties must promptly meet and in good faith try to resolve the dispute; and
  - c) Subject to clause 6.2 if the dispute is not resolved within ten (10) days of the written particulars being given (or any longer period agreed by the parties) the dispute must be referred to arbitration in accordance with the Arbitration Act 1996 to be conducted by a single arbitrator to be agreed on by the parties or, failing agreement, to be appointed by the President of the Canterbury and Westland Branch of the New Zealand Law Society.
- 6.2 Notwithstanding clause 6.1c if any dispute arises in relation to the Land Covenant including as to what may constitute a breach or as to matters of interpretation of this Land Covenant whilst the Developer is the registered proprietor of any Benefited Land then the same shall be referred to the Developer for resolution whose decision shall be final.
7. **NO TERMINATION**
- 7.1 The Covenantor may not determine this Land Covenant for breach of any provision in this Instrument (whether express or implied) or for any other cause, it being the intention of the parties that the Land Covenants created shall subsist for all time unless they become obsolete or are surrendered.